



## Tuscan Solid Wood Flooring Warranty

Tuscan solid wood flooring is covered by a limited 10 year residential warranty against manufacturing defect.

Saint-Gobain Building Distribution Limited (Company No. 1647362) (trading as International Decorative Surfaces) (“**IDS**”) warrants to the end-user (“**Purchaser**”) that Tuscan solid wood flooring (“**Products**”), for the period of 10 years from the date that the Purchaser is invoiced for the Products (the “**Warranty Period**”), will be free from defects caused as a direct result of faulty manufacture, subject to the exclusions and limitations set out below.

No warranty is provided for Products installed in any form of commercial end use environment.

The liability of IDS under this warranty is subject to the following:

- This warranty shall only extend to defects as a direct result of faulty manufacture and not to any other defects or faults.
- The defect does not arise as a result of the Purchaser’s or any installer’s negligence.
- The Product has not been previously installed in another location.
- Repair has not been undertaken by anyone other than IDS or an authorised representative of IDS.
- The defect does not arise as a result of the Product being misused, or abuse, failure to properly check or install or maintain the Product in accordance with paragraphs 1 – 6 inclusive of Tuscan Solid Wood Flooring Warranty Information below, or due to natural wood variances as described in paragraph 7 below.
- An IDS representative has, acting reasonably validated the claim under the warranty.
- This warranty does not form part of any contract of sale, but is not intended to affect, or otherwise replace, rights or obligations conferred by any contract of sale, or by Common Law. Where the Purchaser is a consumer, the Purchaser has certain statutory rights regarding the return of defective Products, claims in respect of losses caused by IDS negligence or faulty product, and this warranty shall not affect the Purchaser’s statutory rights.
- This warranty does not confer any rights other than as expressly provided for in this warranty. IDS’ liability under this warranty is limited to the repair or replacement of the Products or refund of all or part of the value of the Products (as set out in the original invoice to the Purchaser) (the “**Invoice Value**”) (at IDS’ sole discretion) for Products which are found to be defective due to a manufacturing fault only during the first year of the Warranty Period. During years two to ten of the Warranty Period, IDS’ liability under this warranty will decrease by 10% of the Invoice Value each year and IDS’ liability under this warranty in each year will be limited to repair or replacement or refund (at IDS’ sole discretion) to the decreased value for that year. By way of example, IDS’ liability under this warranty five years after invoice of the Purchaser for the Products will be limited to 50% of the Invoice Value and IDS’ liability under this warranty seven years after invoice of the Purchaser for the Products will be limited to 30% of the Invoice Value. IDS shall have no liability under this warranty for any claims for the costs of stripping-out or refitting of Products or any other consequential or indirect loss or damage howsoever arising.
- IDS’ maximum liability under this warranty shall not exceed the Invoice Value of the Products which are the subject of the claim. Any Products repaired or replaced by IDS pursuant to this warranty shall be covered by the terms of this warranty for the remainder of the Warranty Period of the original Products. No agreement to repair or replace any part or all of any Products shall extend the period of coverage of any warranty provided.

### How to claim under this warranty

If there is a problem with the Products, prior to contacting IDS the Purchaser must have attempted to contact their supplier and/or installer to report the issue with the Products and have requested initial inspection of the Products by the supplier and/or installer. Following this, but within 28 days from the date that the defect arose or became apparent, if it is believed that a manufacturing defect is the cause of the problem with the

Products, the Purchaser should contact IDS on [info@tuscanflooring.co.uk](mailto:info@tuscanflooring.co.uk). It is likely that the supplier/installer/IDS will wish to inspect the defective Products and the Purchaser must allow reasonable access to the defective Products in order for such inspection to take place. It is recommended that proof of purchase together with a copy of this warranty and any associated documentation (for example, written documentation confirming the sub floor moisture suitability and moisture levels recorded prior to installation of the Product) are kept in a safe place. Written proof of purchase will be requested prior to any investigation taking place.

This warranty is subject to English law and to the exclusive jurisdiction of the English Courts.

### **1. Tuscan Solid Wood Flooring Warranty Information**

Products are produced to demanding, high specifications and stringent quality control procedures are in place to ensure that the Products conform to specification and industry norm standards including normal tolerances allowed for natural wood flooring products. Details of wood flooring industry norm statements and tolerances are set out within the instruction leaflet supplied with the Products and the instruction leaflet for Tuscan solid wood flooring products is available as a download document from the [tuscanwoodflooring.co.uk](http://tuscanwoodflooring.co.uk) website.

Any claims made that the Products are subject to a manufacturing fault will be investigated in accordance with IDS procedures, (which includes completion of an initial IDS customer site inspection form for which a charge may be requested), to clarify if a specific proven manufacturing fault exists with the supplied Products.

This warranty is only applicable to justified claims where the Products have been correctly installed into rooms, (excluding bathrooms, shower rooms, any other form of "wet" room, conservatories or any high humidity room), that are within normal residential properties. No warranty is offered on the Products when it has been installed into any commercial room/setting or any rooms that are not recommended (as above).

For the warranty to be applicable to any justified claim then the flooring must have been checked, installed and maintained as per the instructions provided.

### **2. Improper checking of boards and board selection**

Rustic mixed grade solid wood flooring is a natural product. The boards must be checked for acceptability in all respects prior to installation. Claims for defects that would be visually apparent prior to or at the point of installation will be rejected as it is the responsibility of the Purchaser and/or the installer of the flooring to check for any visual defects before installing the boards.

### **3. Sub floor or environmental moisture/humidity variances**

Wooden flooring is naturally hygroscopic and is therefore sensitive to moisture or humidity changes. Any exposure to inappropriate levels of sub floor or atmospheric moisture, humidity or temperature can result in the Products moving by expanding or contracting resulting in cupping boards, lifting of the boards, gapping between boards, discoloration etc. Any effects that are a result of inappropriate levels of, or fluctuations in the levels of moisture, humidity or temperature are not a result of a manufacturing defect and therefore not covered by the warranty.

British standards B.S 8201: 1987 / B.S. 5325: 2001 / B.S. 8204 -1: 2003 & 8203: 2001 give guidelines in relation to suitable sub floor moisture levels, in relation to wooden and mineral based floor sub floors, and sub floor moisture/humidity checking procedures. If in doubt as to the suitability of the sub floor this should be checked by a professional prior to installing the Products as original written documentation confirming the sub floor moisture suitability and moisture levels recorded prior to installation of the Product will be requested prior to assessing any claim.

Furthermore the Products purchased should be appropriately moisture checked prior to installation and an appropriate period of acclimatisation should take place to ensure equilibrium moisture compatibility levels with both the sub floor and room atmospheric conditions have been achieved before installing the Products. This warranty is only applicable if the guidelines & recommendations relating to acclimatisation and moisture compatibility levels that are given within the Installation Instructions for Tuscan Solid Wood Flooring, as

provided, have been followed and confirmed with original written documentation of Product moisture checks being conducted and suitability levels recorded prior to installation of the Products.

The atmospheric humidity within the end use room should be within 35 – 55% relative humidity. This can be checked and monitored by use of a small domestic hygrometer which are now commonly available at relatively small cost.

#### **4. Installation**

Short and long term performance of the Products is closely linked to the quality of the installation. This warranty is only applicable to justified claims if the flooring has been correctly installed, in all respects including any recommendations, as per the Installation Instructions for Tuscan Solid Wood Flooring, as provided.

The Installation Instructions for Tuscan Solid Wood Flooring are also available via the [tuscanflooring.co.uk](http://tuscanflooring.co.uk) website.

It is ultimately the responsibility of the installer to ensure that he/she is familiar with the correct procedure for installation of the Products.

#### **5. Maintenance**

Correct post installation and ongoing floor care and maintenance are also vital in relation to the performance and look of the Products. Maintenance must be in accordance with the Installation Instructions for Tuscan Solid Wood Flooring provided. The maintenance instructions are also available via the [tuscanflooring.co.uk](http://tuscanflooring.co.uk) website.

Any claims for Product failure that are a result of incorrect or inappropriate maintenance products or techniques will be rejected.

#### **6. Abuse or misuse or wear and tear**

This warranty does not cover any form of damage or effect on the Products caused by abuse, misuse, accident or any handling or use of the Products that is not consistent with either the installation or care & maintenance instructions provided nor does it cover any form of damage or effect on the Products caused by normal wear and tear.

Abuse, damage and incorrect maintenance includes but is not exclusive to:

- Staining;
- Damage from footwear including stiletto heels;
- Scratches or damage to the floor surface as a result of moving furniture across the floor, pets claws or sharp or pointed items;
- Impact damage as a result of dropping items onto the floor;
- Discolouration as a result of extreme temperatures or heat or from incorrect maintenance such as wet mopping or cleaning with inappropriate abrasive cleaning agents;
- Damage from spillages of fluids or excesses of moisture or humidity.

#### **7. Natural wood variances and ageing effects**

Wood is a natural product and therefore variances in colour, grain pattern or grain texture are normal and are not covered by this warranty. Care must be taken to mix the boards from several boxes during installation to ensure a good colour blend is achieved. The installed Products will also naturally change colour over time and colour change due to ageing or U.V. light ageing is not covered by this warranty.

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